

TFC Contract No. 16-085-002

Amendment No. 3

Project No. 16-005-5130

**AMENDMENT NO. 3
TO THE
PROFESSIONAL ARCHITECT/ENGINEERING SERVICES
AGREEMENT
BETWEEN
THE TEXAS FACILITIES COMMISSION
AND
TOM GREEN AND COMPANY ENGINEERS, INC.**

This Amendment No. 3 to the Professional Architectural/Engineering Services Agreement (hereinafter referred to as “Amendment No. 3”) is entered into by and between the Texas Facilities Commission (hereinafter referred to as “TFC”), a state agency located at 1711 San Jacinto Boulevard, Austin, Texas 78701, as Owner (as defined in UGC, Section 1.28), and Tom Green and Company Engineers, Inc., a Texas Corporation (hereinafter referred to as “A/E”), located at 3701 Executive Center Drive, Suite 258, Austin, Texas 78731 (hereinafter referred to collectively as the “parties”), to amend the original Professional Architectural/Engineering Services Agreement between the parties.

RECITALS

WHEREAS, on March 11, 2016, the parties entered into that one certain *Professional Services Architectural/Engineering Services Agreement Between the Texas Facilities Commission and Tom Green and Company Engineers, Inc.* (hereinafter referred to as the “Agreement”); and

WHEREAS, on September 26, 2017, the parties entered into Amendment No. 1 to the Agreement, and on December 6, 2017 the parties entered into Amendment No. 2 to the Agreement; and

WHEREAS, the parties desire to amend the Agreement, as amended, to provide for Additional Services and Fees, as more particularly described below; and

WHEREAS, the Texas Legislature in the 85th Regular Legislative Session, enacted House Bill 89 effective September 1, 2017, relating to prohibiting contracts with companies boycotting Israel; and

WHEREAS, the Texas Legislature in the 85th Regular Legislative Session, enacted Senate Bill 252 effective September 1, 2017, relating to prohibiting governmental contracts with a company doing business with Iran, Sudan, or a foreign terrorist organization; and

WHEREAS, TFC has determined to modify the Contract so that it reflects these prohibitions;

NOW THEREFORE, the parties hereby agree as follows:

1. Unless clearly provided otherwise herein, all terms and phrases in initial caps herein shall have the same meaning as the terms and phrases with initial caps in the Agreement.

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2. The parties agree to modify ARTICLE II –SCOPE OF SERVICES by adding Section 2.1.12.5, which shall read in its entirety as follows:

“2.1.12.5. A/E agrees to provide Professional Services and construction services for replacement of pneumatically controlled VAV dual duct terminal boxes with DDC terminal boxes on the remaining floors of the SFA building, as further described in A/E’s Proposal No. 115852D1 dated July 16, 2018, attached hereto and incorporated herein for all purposes as “Exhibit A-3.”

3. The parties agree to modify ARTICLE IV – CONSIDERATION, SECTION 4.1 – CONTRACT LIMIT-FEES AND EXPENSES, SUBSECTION 4.1.1 – FIXED FEE, by reflecting additional compensation to the A/E for services provided under this Amendment No. 3 in the amount of One Hundred Twelve Thousand and No/100 Dollars (\$112,000.00), thus increasing the total amount of the Agreement from One Million Eight Hundred Seven Thousand and No/100 Dollars (\$1,807,000.00), to a total not to exceed amount of One Million Nine Hundred Nineteen Thousand and No/100 Dollars (\$1,919,000.00).

4. The parties agree to modify ARTICLE VI – WARRANTIES AND REPRESENTATIONS BY A/E by adding SUBSECTIONS 6.1.14 and 6.1.15, as follows:

“6.1.14 Prohibition Against Boycotting Israel. In accordance with Section 2270.002 of the Texas Government Code, by signature hereon, A/E certifies that it does not boycott Israel and will not boycott Israel during the term of this Agreement.”

“6.1.15 Prohibition Against Contracting With Companies Engaged In Business With Iran, Sudan, Or Foreign Terrorist Organizations. In accordance with Section 2251.152 of the Texas Government Code, TFC is prohibited from entering into a governmental contract (as defined in Texas Government Code Section 2252.151(3)) with a company that is identified on a list prepared and maintained under Texas Government Code Section 806.051, 807.051, or 2252.153. If contractor is on the above-referenced list the Contract will be considered void or voidable and TFC will not be responsible to pay Contractor for any work performed.

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5. All other terms and conditions of the Agreement not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment No. 3 to be effective as of the date of the last party to sign.

TEXAS FACILITIES COMMISSION

**TOM GREEN AND COMPANY
ENGINEERS, INC.**

By: DocuSigned by:
JOHN RAFF
C29F7F24A756477...

By: DocuSigned by:
Cameron Labunski, P.E.
0BF2239D7C994EE...

John S. Raff

Cameron Labunski, P.E.

Interim Executive Director

Senior Engineer

Date of execution: 09/19/2018 | 7:12 AM CDT

Date of execution: 09/17/2018 | 12:12 PM CDT

G.C. NRG

Dir. MH

D.E.D. JK

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EXHIBIT A-3

A/E'S PROPOSAL NO. 115852D1 DATED JULY 16, 2018

**Tom Green & Company
Engineers, Inc.**

July 16, 2018

PN 115852D1

Mr. Billy Knapp
Texas Facilities Commission
1711 San Jacinto Blvd
Austin, TX 78701

SUBJECT: TFC 16-17DM SFA Building Deferred Maintenance Project: Proposal/Contract
Amendment No. 3 – VAV Terminal Box Replacements

Dear Billy:

We appreciate this opportunity to present our Amendment proposal for additional professional services for the subject project.

This proposal is offered to provide the additional Design and Construction Administration (CA) Services requested for the design of the replacement of pneumatically controlled VAV dual duct terminal boxes with DDC terminal boxes. Fees are understood to be funded through an increased Contract amount via this amendment.

Amendment Design Services will be performed on a fixed fee basis in the amount of \$112,000, and include the design/CA of the following scope of work to be included as a new Bid Package:

1. Bid Package-4 (Current Proposal): Design of the replacement of pneumatically controlled VAV dual duct terminal boxes with DDC terminal boxes for all floors where pneumatic VAVs have not previously been replaced (includes floors Basement, 2nd and 3rd; excludes floors Ground, & 4 through 11).
2. Contract bidding/award phase (CBA) and construction administration (CA) phase services will be consistent with the scope of work provided in the base proposal/scope.

Scope	Design, Bid/Negotiation, C/A Fee
Deficiency List I-A/II-A/II-B/II-B Assessment	\$95,600
AHU Replacements	\$976,400
Restroom Renovations	\$375,000
OVR HVAC Design	\$50,000
Assessments' Future Design Allocation (A-1)	\$35,000
Original Contract Total	\$1,532,000
Amendment No. 2 (A-2) Fees	
DOAUs, Dom. Water Heater (A-2)	\$250,000
Assessments' Future Design Allocation (A-2)	\$25,000
Previously Amended Total	\$1,807,000
Amendment No. 3 (A-3) Fees	
Terminal Box Replacements	\$112,000
Amended Total	\$1,919,000

SFA DM-16/17: Proposal/Contract Amendment No. 3 – VAV Terminal Box Replacements

The approximate fee breakdown by phase for the above Terminal Box Replacements scope is as follows: Schematic Design through Contract Documents - 75%; Bid Negotiation/Construction Administration - 25%.

If this Amendment proposal is acceptable to you, please provide an approval consistent with your normal procedures. Should there be any questions or requested changes, please contact me to go over them at your earliest opportunity.

We appreciate this opportunity to be of continued service to you and the TFC, and look forward to a successful project!

Sincerely,

A handwritten signature in black ink, appearing to read 'Cameron Labunski', with a stylized flourish at the end.

Cameron Labunski, P.E.
Principal Engineer

Texas Firm Registration No. 2929